

AG Contract No. KR95 2441TRN
ADOT ECS File No. JPA 95-190
Project: ER-022-3(80)/H3577 02C
Section: US-60, MP227+0

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
THE TOWN OF SUPERIOR

THIS AGREEMENT is entered into 19 December, 1995,
pursuant to Arizona Revised Statutes, Sections 11-951 through
11-954, as amended, between the STATE OF ARIZONA, acting by and
through its DEPARTMENT OF TRANSPORTATION (the "State") and the
TOWN OF SUPERIOR, acting by and through its MAYOR and TOWN
COUNCIL (the "Town").

I. RECITALS

1. The State is empowered by Arizona Revised Statutes
Section 28-108 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has delegated
to the undersigned the authority to execute this agreement on
behalf of the State.

2. The Town is empowered by Arizona Revised Statutes
Section 48-572 to enter into this agreement and has by
resolution, a copy of which is attached hereto and made a part
hereof, resolved to enter into this agreement and has
authorized the undersigned to execute this agreement on behalf
of the Town.

3. Incident to a State improvement project on US-60 at
MP227+0 in the Town, it is necessary to demolish and
reconstruct a monument owned by the Town, at a cost of
\$15,000.00, all at State expense, hereinafter referred to as
the Project.

THEREFORE, in consideration of the mutual agreements expressed
herein, it is agreed as follows:

NO. <u>20382</u>
FILED WITH SECRETARY OF STATE
Date Filed <u>12/19/95</u>
<u>Gene Lee Hest</u> Secretary of State
By <u>Vicky Shoemaker</u>

II. SCOPE OF WORK

1. The Town will:

a. Design and construct a new monument on Town property. Be responsible for all costs associated with the Project over and above the State's share of \$15,000.00, including any contractor claims for extra compensation. Upon completion of construction and acceptance of the Project by the Town, provide maintenance to the new monument.

b. Invoice the State for the State's share of the Project, in the amount of \$15,000.00.

2. The State will:

a. As part of the US-60 highway improvement project, demolish the existing monument.

b. Pay the Town \$15,000.00 within 30 days after receipt and approval of an invoice.

III. MISCELLANEOUS PROVISIONS

1. This agreement shall remain in force and effect until completion of said Project and payment; provided, however, that this agreement, except any provisions herein for maintenance, which shall be perpetual, may be cancelled at any time prior to the award of a construction contract, upon thirty (30) days written notice to the other party.

2. This agreement shall become effective upon filing with the Secretary of State.

3. This agreement may be cancelled in accordance with Arizona Revised Statutes Section 38-511.

4. The provisions of Arizona Revised Statutes Section 35-214 are applicable to this contract.

5. In the event of any controversy which may arise out of this agreement, the parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes Section 12-1518.

6. All notices or demands upon any party to this agreement shall be in writing and shall be delivered in person or sent by mail addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 South 17 Avenue, Mail Drop 616E
Phoenix, AZ 85007

Town of Superior
Town Manager
734 Main Street
Superior, AZ 85273

7. Attached hereto and incorporated herein is the written determination of each party's legal counsel that the parties are authorized under the laws of this state to enter into this agreement and that the agreement is in proper form.

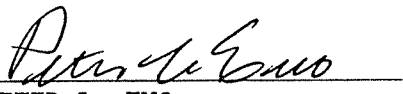
IN WITNESS WHEREOF, the parties have executed this agreement the day and year first above written.

TOWN OF SUPERIOR


STATE OF ARIZONA

Department of Transportation

By 
MANUEL RUIZ
Mayor

By 
PETER L. ENO
Contract Administrator

ATTEST

By 
MELLIE P. BRIBIESCAS
Town Clerk

RESOLUTION

BE IT RESOLVED on this 20th day of October 1995, that I, the undersigned LARRY S. BONINE, as Director of the Arizona Department of Transportation, have determined that it is in the best interests of the State of Arizona that the Department of Transportation, acting by and through the Highways Division, to enter into an agreement with the Town of Superior for the purpose of defining responsibilities to relocate a Town owned monument which conflicts with a State improvement project on US-60 in the Town.

Therefore, authorization is hereby granted to draft said agreements which, upon completion, shall be submitted to the Contract Administrator for approval and execution.


for LARRY S. BONINE
Director

RESOLUTION NO. 253

A RESOLUTION OF THE MAYOR AND COMMON COUNCIL OF THE TOWN OF SUPERIOR, PINAL COUNTY, ARIZONA, AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE DEPARTMENT OF TRANSPORTATION, STATE OF ARIZONA, AND THE TOWN OF SUPERIOR.

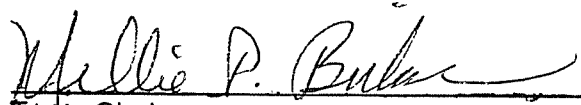
WHEREAS, the Mayor and Common Council of the Town of Superior are empowered by Arizona law and Town Code to enter into intergovernmental agreements with the Arizona Department of Transportation (A.D.O.T.) when it is deemed in the best interest of the citizens of the Town to enter into same, and

WHEREAS, the Mayor and Council have determined that A.D.O.T. contract No. JPA 95-190 with regard to construction of a roadside sign within the Town of Superior is in the best interest of the Town.

NOW, THEREFORE, BE IT RESOLVED that the Mayor of the Town of Superior is hereby authorized to execute any, and all, documents necessary to enter into Intergovernmental Agreement No. JPA 95-190 with A.D.O.T.

PASSED AND ADOPTED by the Mayor and Town Council of the Town of Superior this 16th day of November, 1995.

ATTEST:

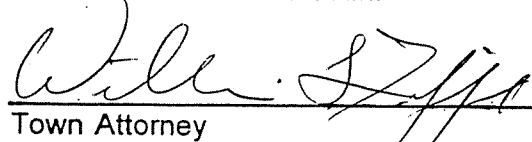


Town Clerk



Mayor

APPROVED AS TO FORM:

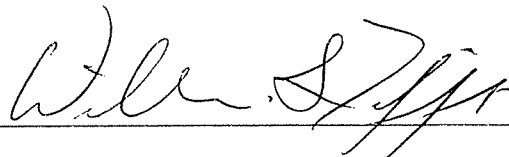


Town Attorney

APPROVAL OF THE SUPERIOR TOWN ATTORNEY

I have reviewed the above referenced proposed intergovernmental agreement, between the DEPARTMENT OF TRANSPORTATION, HIGHWAYS DIVISION and the TOWN OF SUPERIOR and declare this agreement to be in proper form and within the powers and authority granted to the Town under the laws of the State of Arizona.

DATED this 30th day of Nov, 1995.



Town Attorney



STATE OF ARIZONA

OFFICE OF THE ATTORNEY GENERAL

GRANT WOODS
ATTORNEY GENERAL

1275 WEST WASHINGTON, PHOENIX 85007-2926

MAIN PHONE : 542-5025
TELECOPIER : 542-4085


INTERGOVERNMENTAL AGREEMENT
DETERMINATION

A. G. Contract No. KR95-2441-TRN, an agreement between public agencies, has been reviewed pursuant to A.R.S. §11-952, as amended, by the undersigned Assistant Attorney General who has determined that it is in the proper form and is within the powers and authority granted to the State of Arizona.

No opinion is expressed as to the authority of the remaining parties, other than the State or its agencies, to enter into said agreement.

DATED this 13th day of December, 1995.

GRANT WOODS
Attorney General


JAMES R. REDPATH
Assistant Attorney General
Transportation Section

JRR:lsr
8957G/99